

1897-008
Lee Co.

Chancery Causes: Butt Cox + Young] & vs. Adm. of Job Wynn &c

Butt, Cox, Young, Russell, Jesse, Parsons, Weston, Bolding,
Duff, Morgan, Wood, Bungardner

1 Flat

CA-Debt

T-Property

-Deed

Butt, Cox, and Young, et al,Complainants,

Vs. In Chancery.

W.P.Weston, Administrator et al.....Defendants.

To Hon.W.T.Miller,

Judge of the Circuit Court for Lee County.

Your orators, J.R.Butt, W.H.Cox and J.P.Young, late merchants in trade under the firm name of But, Cox and Young, and H.J.Ruseell and J.C.Jessee, Administrators of the estate of M.C.Parsons deceased, who sue for them-selves and all other creditors of the late Job. Wynn, would respectfully represent and show unto your honor as ~~xxx~~ follows, to-wit;

That your orators, the said Butt, Cox and Young, at the Nov. term 1894 of the circuit Court for Lee County, obtained a judgement against Job Wynn, W.P.Wood, and A.J.Bumgardner, for the sum of \$507.80 with legal interest from the 1st day of Jan, 1893, and \$9.16 cost, which said judgement is subject to the following credits; to-wit: April, 8, 1892, \$100.00, May the 10th, 1893, \$100.00, and Aug, 24, 1893, \$20.00, Jan 23, 1894, \$23.46, June 16, 1894 \$30.00;

~~That~~ That your orators, the said Ruseell and Jessee, Admsrs., before one of the justices of the county of Lee on the ____ day of ____ 1895, obtained a judgement for the sum of \$70.50, with interest from the 22nd day of Sept, 1888, till paid and \$2.40, cost, which said judgement is subject to the following credits, to-wit, Sept. 21, 1889, \$10.00 Oct. 12, 1890. \$50.00, Oct. 20 1893, \$5.50;

That each of your said orators had their judgements duly docketed within fifteen days ^{subsequent} ~~xxx~~ to the rendition of their said judgements, in the judgement lien docket of the said County of Lee;

That after the rendition of the said judgements as aforesaid, the said Job Wynn departed this life, intestate, on or about the last

Butt, Cox Young Et Al, Comp.

vs- Bill ib Chancery.

W.P. Weston, Admr. et al. Defts.

Pennington Bros P.Q.

of the year, 1895 or the first of the year, 1896; and that upon motion of the creditors of the said Wynn, the estate that he left was committed to the sheriff of the County of Lee, W.P. Weston, who under the order of the court appointing him as the administrator has taken charge of all the personal estate which the said Wynn was entitled to, but what that estate is, your orators are not advised, but they are informed that it is very small;

That at the date of the said Wynn's death he left surviving him as his heirs at law and distributees a widow, Jane Wynn, and the following named children; Amanda Bolding, Alpha Duff, Ellen Wynn, Dora Wynn and Preston Wynn, the last two of whom are infants;

That in the life time of the said Job Wynn, he being possessed of a valuable tract or parcel of land lying in the county of Lee about 4 miles east of Jonesville, near Long Hollow, and containing 196 acres, and being indebted to John D. Morgan, in the sum of \$407.25 and to Rebecca J. Wood in the sum of \$45.01, executed a deed of trust to Henry J. Morgan Trustee of the said tract or land to secure the said payment of the said ~~xxxxxxx~~^{debt} as aforesaid; which said deed was duly acknowledged and placed upon the records of the said County as will appear from the copy thereof herewith filed, Marked "A", and prayed to be considered with this bill;

That again on the 14th day of Dec, 1894, the said Job Wynn, being again indebted to the said John D. Morgan in the sum of \$133.44, ~~and~~ executed another deed of trust upon the same said tract of land to secure the payment of this said sum, in which said deed of trust H. J. Morgan was made the trustee, a copy of which said deed is here filed with this bill as exhibit "B", and prayed to be considered as part hereof;

That in both of the said deeds executed as aforesaid, the said widow, Jane Wynn, joined in the conveyance of the same, as appears from the said copies filed as aforesaid;

That the said W.P.Wood is insolvent; that the said A.J.Bumgardner is insolvent; and

That the personal estate of the said decedent is insufficient to pay the indebtedness of the estate.

Therefore the prayer of your orators is that the said W.P.Weston Administrator of the estate of Job Wynn, Deceased, Jane Wynn, Anna Bolding, Alpha Duff, Ellen Wynn, Dora Wynn, Preston Wynn, J.D.Morgan, Rebecca J.Wood, W.P.Wood, A.J.Bumgardner, and H.J.Morgan, ^{Trustee} be made parties defendant to this bill of complaint, and that each answer the same, but not upon oath, that being waived; that a guardian ad-litem be appointed to defend the said Preston and Dora Wynn who are infants; that upon a hearing a commissioner be appointed to ^{& take an account of the indebtedness of the estate} settle the administration account of the said W.P.Weston, and upon the coming in of the said report a decree be rendered against him for such sum as came into his hands as such, and a decree for the sale of the real estate or enough to pay all the indebtedness as ascertained by the said commissioner, and out of the proceeds enough be applied to pay your orators' debts.; And may all other further and general relief be granted your orators that the nature of their cause may demand, and they will ever pray &c.

Thurington Bros Attys
for Plaintiffs

Butt, Box and Young Et Al. Coms

Vs : 1N Chancery,

W.P. Weston, Admr. ET AL. Defts.

Pennington Bros. P.Q.

1896 and may rules bill
filed & executed &
accepted & D N
11 1st June 1896 Taken
the last Monday in
May D N could not cause
set for hearing

Paffo Costs

C	7.96
Tax	1.50
Shff	3.50
Atty	15.00
Comm	12.00
SAL	5.00
Co clk	1.55
Estimated	5.00
	<u>\$51.51</u>

To the Hon. W. T. Miller Judge of the Circuit
Court of Lee County Virginia

The separate answer of Henry J. Morgan Trustee to a
bill in chancery filed in this Honorable Court against him
together by Brett Kay and George H. Russell and J. B. Jesse
administrators of M. L. Parsons deceased,

Respondent reserves to himself all proper exceptions
to said bill, for any errors or misstatement of facts contained therein
and for answer thereto, and to so much thereof as he deems
it material for him to answer, answering says that it
is true that the testator in his lifetime, and his then
wife, now his widow, and as co defendant in this cause, on
the 16th day of June 1894 executed to him ^{as Trustee} a deed of Trust
by which of which is filed by the plaintiffs with their bill
as exhibit (A) by which they conveyed to Respondent as trustee
the tract of land on which the grantors resided, and
is the same tract of land referred to in the plaintiffs in
their bill. The object of which was to secure the payment
of a debt of \$407.25 due to John D. Morgan & Co defendant
in this cause with legal interest thereon from the 16th day
of June 1894 till paid, and to secure to Rebecca J. Wood the
payment of a debt of \$45.01 ~~with legal~~ interest thereon from
June 16 1894 for both of which some notes or bonds were then
executed by Job Hyman to John D. Morgan and Rebecca J. Wood
and the same are now wholly due and unpaid.

Respondent further states that soon after the execution of
this deed of Trust the said Rebecca J. Wood assigned said
\$45.01. note to Powell's Valley Bank, and the same is now
due to it

Respondent further states that on the 14th day of Dec. 1894
the said Job Hyman and Jane Hyman his wife executed to him
as trustee a second deed of trust by which they conveyed to

again a second time the said tract of land be supposed to contain from 180 to 200 acres, and the object of this second deed of Trust was to secure to the said John D. Morgan a second debt due him of \$133.44 with legal interest thereon from the 14th day of Decr 1894 till paid each and every part of which is still due and unpaid, and a copy of this last deed of trust is filed by the plaintiffs with their bill marked as exhibit (B)

Respondent further states, that by the terms of said two deeds of Trust, it is provided that if the 3 debts, the payment of which is secured thereby, should not be paid to the proper parties on or before the 15th & 16th days of June 1895 then full power and authority was given and granted to Respondent as trustee to sell said tract of land for cash in hand, and Respondent states that said 3 debts were not paid on or before said dates, nor have they since been paid, or any part of them thence he is entitled to have, and he demands that the said land shall be sold for cash in hand in so far as said three debts are concerned

Respondent further states that after the execution of said two deeds of Trust, the said Job Hyman contracted and sold to one Lazarus Parsons some 40, 50, or 60 acres of the tract of land so conveyed in trust to Respondent, but Respondent states that said Parsons was aware of and had full knowledge of the fact that the land he had purchased from Hyman was liable to be taken and sold for said debts, and hence Respondent states that said bargain and sale has no validity whatever so far as said three debts are concerned

Respondent having now answered as fully as deemed material he joins in the prayer of the plaintiffs that said lands be sold

Henry J. Morgan Trustee

Henry J. Morgan Trustee

Accts. { Accounts

Butt Capt & Granger & others.

The separate answer of Dora Wynn and preston Wynn, infants under the age of 21 years, by their guardian L. P. Hyatt, guardian ad litem, assigned to defend them in this suit, to a bill of complaint exhibited against them and others in this honorable court by Butt, Cox, and Young, and others.

Your said respondents reserving to themselves all just exceptions to the said bill, for answer thereto or so much thereof as shall be necessary and material that they should answer, by their said guardian ad-litem, answers and say:-

That they are infants of tender years, and by reason of their said infancy, are incapable of taking care of their rights and interests. They, therefore, by their said guardian ad-litem commends ~~themselves~~ themselves and their rights into the protection of the court, and prays that no decree may be pronounced which will tend to their prejudice.

And having fully answered, the said respondents pray to be hence dismissed with their reasonable cost in this behalf expended. And they will ever pray &c.

L. P. Hyatt Guardian, adlitem for

Dora Wynn,

Preston Wynn.

Leith Cox & Young -

π. 142. α -

Winstan Adursta

To the Hon W. J. Miller Judge of the Circuit Court of
Lee County Virginia:

The deposite answer of John D. Morgan to a bill filed against
him, ^{and others} in this honorable court, by Beatt Cox & Young and H. J. Russell
& John L. Jester administrators of M. L. Parsons decd.

Respondent says he knows nothing of the matters and things
referred to by the plaintiffs in their bill, further as to the two debts
due to himself from the estate of Job Hyman decd.

Respondent says that he has read the answer of his co-defendant
H. J. Morgan Trustee filed in the cause, and in so far as it relates
to the two debts due him the same is correct, and he hereby
adopts said H. J. Morgans answer as and for his answer in
the cause to all intents and purposes.

Respondent having now answered as fully as deemed natural
he now joins in the prayer of the plaintiffs for a sale of the
lands subject to said Trust debts

John D. Morgan

John D. Mergan

Ads & Answer

Battle Bay, Newfoundland

Butt, Cox, & Young, et al. Compl.

vs. ³ In Chancery

W.D. Weston, Admr. et al. Refs.

This cause came on this day to be heard upon the ~~affidavit~~ formerly read therein & the report of special Comr. R.H. Drumington filed herein on the 3rd day of March 1897. and was argued by counsel; on consideration of all which and ~~the said~~ report being accepted to, the same is thereby confirmed & the purchaser will pay to the said Drumington the sum of \$5.00 for making said deed, & the clerk of this court upon the payment of said sum will deliver to the purchaser, B.F. Wilson the said deed, & ~~there remaining nothing further to be done in this~~ ~~cause the same is striking~~ ~~from the docket~~ and this court is continued.

Bath Co. & Yang.

vs. *Microgaster*
H. P. Weston, Selmer, et al.

W. P. Weston, Secy. et al.

Eu. L. O. B. p. 550.

Recd this Mch. 8th 9.

W. F. M.

Butt, Leof, & Young et al Compl.
v.s. In Chancery

W.P. Wilson Admr. et al. Deft's.

This cause comes on this day to be heard upon the papers formerly read therein and the report of Special Commissioner R. L. Pennington filed herein on the 12th day of Feb'y. 1847. and the report of said Commissioner filed herein on the 3rd day of March, 1847. ~~showing~~ disbursement of cost, and was argued by counsel; on consideration of all which, and papers appearing to the court, it is adjudged, ordered, and decreed that the said two reports, the same being accepted, be and the same is hereby confirmed, and the sale reported herein to the purchaser B. F. Wilson, is also confirmed, and it appearing to the court that the whole of the purchase money is fully paid, it is further adjudged ordered and decreed that the said Com'r R. L. Pennington who is hereby appointed a special Com'r. for the will make & execute to the said B. F. Wilson

a deed with covenants of special
warranty conveying the said land
to the said purchaser in fee
simple; and report his return
to some future day of the term,
& until the coming in of this
report this court is continued.

Butt & Co. & Co.

vs. E. Dean

W. H. H. & Co.

Entered in C. O. B.

No 1 page 5-12.

Enter this Mon. 3.9.

W. H. H.

\$159.61 with interest from July 28th
1894. And it is further adjudged, decreed,
and decreed that R. L. [unclear]
is hereby appointed a Special [unclear]
for the business (unless the said
sums aforesaid, due to said parties
aforesaid be paid within 25 days
from the date of this decree)
with after [unclear] advertised the
same, terms. And place of [unclear]
for 30 days by [unclear] for [unclear]
notices [unclear] [unclear] [unclear] [unclear]
do [unclear] Court House, over [unclear] [unclear]
[unclear] of said lands and at at
such [unclear] public places as the
said (L. S. Dunnington may see
proper sell that said land with
out in the Plaintiffs [unclear] [unclear]
thereof to pay the said sums of
[unclear] with their interest aforesaid
and the costs of this suit and the
commissions of sale upon the
following terms, to wit - enough
cash in hand to pay the costs of
this suit and the commissions
and the said [unclear] [unclear] [unclear] [unclear] [unclear]
of sale, and the remainder in two
equal installments. The [unclear]

and two years time, and a further
deferred payments, require of
the purchaser bonds, payable to
himself, with good personal security.
As to the said debt of the said Butt
and Young, J. D. Morgan & Co.
and Peter Butler, the said sale
is made as a forced sale and is not
subject to the debts of the said
Butt and Young, J. D. Morgan & Co.
but the sale as to the said debt of the
said J. D. Morgan and the Provost
Valley Bank shall be made relieved
of any claim or right of debt of
the said Jane Wyman in and to
the said bank. The said Butler
has said E. L. Pennington is entering
upon the duties required of him
hereunder will execute before the
Judge of this Court in and in the Provost
Bank \$1200 conditioned as the law
requires in such cases. And he will
report his action to the Court at
the next term and this cause is
continued.

Butt. for D. J. M. &

U.S. { Dec 500 for sale

W. P. Weston et al.

Entered in O. R. No. 4
for 466

Entered this Nov. 6, 1896.

N. F. M.

Butt, Cox and Young, and H.J. Russell and
J.C. Jessee, Administrators of the estate
of M.C. Parsons,

Complainants,

vs.

In Chancery.

W.P. Weston, Administrator of the estate of
Job Wynn, Deceased, Jane Wynn, Amanda Bolding, Alpha Duff,
Ellen Wynn, Dora Wynn, Preston Wynn, Dr. J.D.
Morgan, H.J. Morgan Trustee, A.J. Bumgardner,
W.P. Wood and R.J. Wood,

Defendants.

The defendants, W.P. ~~Weston~~ Administrator of the estate of
Job Wynn, Jane Wynn, Amanda Bolding, Alpha Duff, Ellen Wynn, Dr
J.D. Moran, H.J. Morgan Trustee, W.P. Wood and A.J. Bumgardner, and
R.J. Wood, having been served with process for more than 10 days
prior to the first day of the term, and they each failing to
appear, plead or answer, on motion of the complainants, by counsel,
the court doth take their bill for confessed as to those defend
ants. And the cause coming on this the 3rd day of June ¹⁸⁹⁶ to be heard
upon the bill of the complainants and exhibits filed therewith
and the answer of L.T. Hyatt, guardian ad litem appointed to
defend Dora and Preston Wynn in this suit, was argued by coun-
sel. On consideration whereof, the court doth adjudge, order and
decree that the said W.P. Weston administrator of the estate ^{at} of
Job Wynn deceased do render a full, true and perfect account
of his administration of the said estate to A.M. Goins, who is
hereby appointed a special commissioner for the purpose, which
account the said Goins is directed to audit, state and settle,
and make report thereof to this court, together with any matter
specifically stated, deemed pertinent by himself or any one in
interest, and he will further report ^{what is} ~~the condition~~ of the real
assets of the estate, whether there are any specific liens, and
if any their amounts and priorities. And he will report his ac-

Bath Co. & Young et al

vs. J. Deane

W. P. Motara Adm'r. &c -
et al -

Q. B. C. 406

Enter this

Jan 3. '96

W. J. M.

tion to the court and this cause is continued.

Butt, Cox & Young et al

vs.

H. P. Weston, Admr. &c. et al

} In Chy.

The depositions of H. P. Weston, ~~and~~
~~others~~, taken ^{before} me, A. M. Goins, Special
Commr. in the above styled cause, pur-
suant to notice hereto attached, at
my office in the town of Jonesville,
Aug. 13, 1896, to be read in the de-
termination of the questions referred
to me as said Commissioner.

H. P. Weston, a witness of lawful
age being duly sworn, deposes and
says:-

Ques 1. State your official position.

Ans. I am high sheriff of Lee County, Va.

Ques 2. If you are acquainted with the
financial condition of H. P. Wood,
please state whether he is solvent or
insolvent.

Ans. I had in my hand one ^{or two} execution
against said Wood a short time ago.
I had to return said executions not
satisfied, for I could not find
any property belonging to Mr
Wood. I do not think a debt
can be made out of him by law.

Mr. R. L. Permington please pay Henry J
Morgan my Costs in the Chancery Cause of
Butt less + Young vs W. P. Weston administrator
et al and oblige &c and I will receipt you for
same.

A. B. Munsey Clerk

\$7.96 B.

500 Estimated cost

HENRY J. MORGAN, President.

C. E. COUK, Cashier.

Powell's Valley Bank.

Jonesville, Va., _____ 189 -

\$17.96

Rec'd from P.H. Cunningham for in the attorney
cause of Butts, dec. vs. Cunningham et al. vs W.P. Wilson
et al. the cost taxed as clerk's cost \$7.96
+ the cost taxed as notis moted cost. 5⁰⁰/₁₀₀.

Paid Mch. 3, 1897.

Henry J. Morgan assignee
of A B Murray & Co.

A. B. Munnyle

Recd of R.H. Pennington Comr in the
Chancery Court of Balt. Co., & Youngs shal.
v.s. W.P. Weston Admr. et al. The
sum of \$7.96 my cost in said Court.
This Mon. 3rd 1897. + also \$5⁰⁰ estimated cost.
+

J. T. Hyatt

Recd of some my cost as Guardian
ad litem for infant defendants the
sum of \$5.00. in said Court
This Mon. 3rd 1897.

L. T. Hyatt, L. At.

Recd of some and cost as Atty for
the sum of \$15⁰⁰ taxed in said Court
This Mon 3. 1897.

Pennington Bros Atty

Recd of some and cost taxed as
Sheriff's cost in said Court \$3⁵⁰
This May 3. 1897. W.P. Weston Sheriff

Recd of some my cost in said Court
taxed for copies made by me. \$1⁵⁵

J. T. Richmond Clerk.

A. B. Munnyle.	14.46	
L. T. Hyatt.	5.00	
P. Bros. Atty	15.00	
W. P. Weston	3.50	
J. T. Richmond.	1.55	
	<hr/>	
	24.91	
Coms.		12.00
		<hr/>
		\$8.51 = 80.51

To the Hon. W. P. Miller, Judge of
the Circuit-Court for the Co.:-

As appears by my report in
this cause filed on the 12th of
July 1897, there was in my
hands a balance of \$68.51,
which I have paid out to the
parties entitled as well appear
by the receipts filed along with
this showing to whom I have
made disbursements, & now
having performed the duty, regard
of my hands, I ask to be
relieved of every further duty
or liability under my bond.
this Nov. 3, 1897.

W. H. Peckham

Spec. Commr.

Bath, Co. & young.

ss. { Respect of
 { Corn.

N. S. Weston Admr.

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Gilead, Me. 3. 1897  
A. B. Munsey Clerk

End of the 1st 3 '97.

To Mr. Saml. W. Miller, Judge  
~~of the~~ of the Co.

Pursuant to Order of  
your Honor's Court entered in  
the Chancery Court of Both, Cox  
& Young et al. v. S. P. Wilson Adams  
& al, on the 15th day of  
June 1847. Your Court has  
made the decreed directed to  
be made by him to S. P.  
Wilson & submits the same  
with this report.

Respectfully submitted,  
Robt. R. Livingston



Buck Cox & Young.

us.  $\frac{3}{4}$  Report

W. D. M. Stair & Sons

of all  
all  
all

Butt, Cox & Young et al. . . . . Compl'ts,  
vs. IN CHANCERY.  
W.P.Weston, Admr., et al. . . . . Defts.

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To the Hon. W.T.Miller, Judge of the Circuit Court for Lee County, Va.

Your undersigned Special Commissioner, appointed by a decree entered in the above styled cause on the 3rd day of June, 1896, after having given notice to all parties in interest, as will appear from a copy of the notice hereto annexed marked "N", on the 13th day of August, 1896, and on subsequent days thereafter by adjournment from day to day and time to time, at his office in the town of Jonesville, proceeded to comply with the requirements of your honor's decree. And having finally completed his investigation, your commissioner respectfully submits this his report and statements.

Your Commissioner is directed:

First, To take, state and audit the Administration account of W.P.Weston, Admr.&c.

Second, To ascertain the outstanding indebtedness against said estate, to whom due, the amounts &c.

Third, To ascertain what is the real assets of said estate; whether there are any specific liens, their amounts and priorities.

1st. As to the administration account of W.P.Weston, Admr. Your commissioner files herewith as part hereof a statement marked "W", which shows the proceeds<sup>d</sup> in the hands of said Weston, due as of July 11, 1897. Said administrator has received no effects into his hands other than that reported in the Sale Bill, a copy of which is filed herewith marked "S", and which aggregates the sum of \$41.70. The proceeds in the hands of the administrator will be but little more, if any, than enough to pay administration fees, funeral expenses &c., none of which seem to have yet been paid.

2nd. As to the outstanding indebtedness. Your commissioner files herewith, as part hereof, statement "Y", which is a list of all the the outstanding debts that have been filed before him. These debts are in the order of priority as appears from the numerical value of the figures in the margin. Said statement shows the indebtedness of this estate to be \$1171.99, and to this should be added the costs of this suit.

3rd. As to what is the real assets of said estate. The assets of this estate, outside of the small fund in the hand of the administrator, consists in a tract of land of about 196 acres, situated near Long-



Fee for this Report \$ 12<sup>00</sup>/<sub>100</sub>

Fee charged to Butt, Cox & Young ch al.

I, A. M. GOINS, Special Commissioner in the above styled cause, do hereby make oath that I was diligently employed not less than 16 hours, in performing the services for which the fee, above stated, is charged, and do so certify, this 12 day of October, 189 6.

A. M. Goins,

Special Commissioner.

Hollow church, and will probably sell for \$600 to \$1000. The specific liens against this land consist in the deeds of trust and judgments listed in statement "Y", and the priority, the amount of each, and to whom due may there be seen.

The deeds of trust, ~~both of them~~ against said land provide for a sale for cash in hand, and the beneficiaries therein are insisting that the land be sold in that way, in so far as their debts are concerned.

Your commissioner is advised that said land would not rent for a sufficient sum in five years to pay the debts.

(The claim reported in the name of Rebecca J. Wood has been assigned to the Powell's Valley Bank.).

Respectfully Submitted, this Oct. 12, 1896,

A. M. GOINS,

Special Comr.

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The Estate of Job Wynn, Dec'd,

In Acct. with,

W.P. Weston, Admr.

Cr.

-----  
1896,  
July '11, By Amount of Sale Bill due July 11, 1897, . . . . \$41.70  
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The Administrator presents no receipts for disbursements.  
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Statement "N."

The Estate of Job Wynn, Dec'd,

In Acct<sup>y</sup> with,,

His Creditors.

1. To amount of note secured by Deed of Trust to H.J. Morgan, trustee for the benefit of J.D. Morgan. Note and deed dated June 16, 1894, and deed recorded June 25, 1894. Interest from date. See note and deed of trust filed herewith, \$407.25  
.. Int<sup>y</sup> on same to Nov. 1, 1896, 58.03 \$465.28

1. To amount of note secured by Deed of Trust to H.J. Morgan, trustee for the benefit of Rebecca J. Wood. Note and deed dated June 16, 1894, and deed recorded June 25, 1894. Int<sup>y</sup> from date, 45.01  
.. Int<sup>y</sup> on same to Nov. 1, 1896, 6.41 51.42

2. To Bal<sup>y</sup> on judgment in favor of Butt, Cox & Young. Judgment at Nov. term, 1894, with interest from Jan. 1, 1893. See calculation "A", 311.57 311.57

3. To amount of note secured by Deed of Trust to H.J. Morgan, trustee for the benefit of J.D. Morgan. Note and deed dated Dec. 14, 1894, and deed recorded same date. Interest from date, 133.44  
.. Int<sup>y</sup> on same to Nov. 1, 1896, 15.05 148.49

4. To Bal. on judgment infavor of J.O. Jessee, Admr<sup>y</sup> & co. Judgment Oct., 1895, with interest from Sept. 22, 1888. See calculation "B", 23.65 23.65

5. To Bal<sup>y</sup> due Mastin Collier on note dated June 15, 1893, payable one day after date. See calculation "C", 171.58 171.58

Total Listed Indebtedness, due as of Nov. 1, 1896, \$1171.99

Statement "2."



NOTICE.

Butt, Cox & Young, and H.J. Russell and J.O. Jessee, Admr's. & c.

vs. *f*

In Chancery.

W.P. Weston, Admr. & c. of Job Wynn, dec'd, Jane Wynn, Amanda Boling,  
Alpha Duff, Ellen Wynn, Dora Wynn, Preston Wynn, Dr. J.D. Morgan, H.J.  
Morgan trustee, A.J. Baumgardner, W.P. Wood, and R.J. Wood.

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"On consideration whereof, the court doth adjudge, order and decree that the said W.P. Weston, Admr. of the estate of Job Wynn, dec'd, do render a full, true and perfect account of his administration of the said estate to A.M. Goins, who is hereby appointed a special commissioner for the purpose, which account the said Goins is directed to audit, state and settle, and make report thereof to this court, together with any matter specifically stated, deemed pertinent by himself or any one in interest, and he will further report what is the real ~~estate~~ assets of the estate, whether there are any specific liens, and if any their amounts and priorities."

A Copy Test:-

A. B. Munsey  
Clerk.

COMMISSIONER'S NOTICE.

The parties interested in the decree from which the foregoing is an extract, will take notice that, on the 13<sup>th</sup> day of August, 1896, at my office in the town of Jonesville, I shall proceed to execute the same, when and where they are required to attend, with such books, papers, vouchers, and evidence as will enable me to comply with the order of the court.

A. M. Goins,  
Special Commissioner.

#####

*Handwritten signature*

We accept legal service of the within notice

Butt Cox & Young

Russell & Jesse Adams.

By Prunty & Bros.

Attys.

We accept legal service of the within notice  
this Aug. 3, 1896,

W. F. Brown

W. F. Brown

I accept legal service of the within notice  
for Infant defendants Aug 4, 1896

L. Hyatt guardian ad  
litem for Nora Wyman and  
Preston Wyman.

We accept legal service of the within notice  
this Aug. 5, 1896,

Alfred L. ...  
Cora B. ...

W. P. Weston

Henry J. Morgan

John D. Morgan

Executed August 12, 1896  
by the undersigned a trial judge after  
the within service of said notice  
Amanda W. Jones & A. D. Baingard  
W. P. Weston

Butt, Cox & Young shal

W. F. Brown's Notice.

W. P. Weston Administrator

See ...

203.321.267  
203.321.267  
203.321.267



Butt, Cox & Young et al.  
vs { Comrs' Report and  
8 Exhibits.

M. P. Weston, Admr. et al.

Filed Oct. 12, 1896.


A. B. Mursey, Clerk

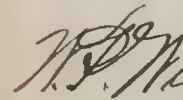
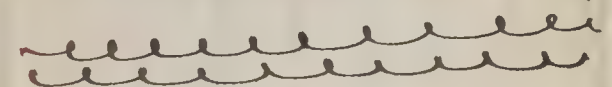
Comrs. fee \$12.00

To The Hon Wm Miller, Judge of the  
Circuit-Court for the County.

By a decree entered in the  
chancery court of Bath Co & Young  
et al. vs. W. F. Weston Admr. et al.  
on the 3rd day of March, 1847, the under-  
signed was appointed a special  
commissioner to convey the lands  
sold in this court to the purchaser,  
& in obedience to that decree,  
your comr. has made and  
here files the deed for the in-  
spection of court. All of which  
is respectfully submitted.  
A. L. Peckham Spec. Comr.



Bath. Co. & Young  
vs.  Report of  
plead.

 M. P. Moten Admr. & ag.  




RECEIVED

Jan. 1897.  
from R. L. Pennington, Comr.

Twelve Dollars

My fee as Special Comr. in the cause of Butt,  
Co. & Young et al. vs H. P. Weston, Admr. et al.  
\$12<sup>00</sup>  
A. M. Lewis.





Jan 18.

1896

RECEIVED

from

P. L. Penney & Co

in the above case of Butte Co & Young vs. Weston et al.

Two Hundred & Ninety Five <sup>13</sup>/<sub>100</sub> Dollars

for Butte Co & Young in full of their claim  
in said case.

\$295.13.

Penney & Co  
for Butte Co & Young

Edw. Cox, & Young vs. W. P. Weston, Adams, et al,  
Received of Jos. L. Pennington, the sum of  
Six hundred twenty four &  $\frac{36}{100}$  Cents,  
being that part of the proceeds of  
the sale of the Jos. Weyman land this  
day sold by said Pennington as Com-  
missioner in the above styled case,  
the same having been paid for Costs, as  
to the debts due the undersigned & J. D. Wood.

Jan'y 18/897

John D. Morgan  
W. J. Morgan acc'd. J. D. Wood



W.P.Weston, Admr., et al., at the November term, 1896 there was a decree directing the undersigned commissioner to make sale of what is commonly known as the Job Wynn land under certain conditions and upon certain terms expressed in the said decree, and in obedience to the decretal order of your said court, the undersigned commissioner after having advertised the time, terms and place of sale according to the directions of the said decree, proceed at the front door of the court house of Lee Co., on the 18th day of January, 1896 to sell the said land, after announcing the terms of the sale, and after considerable number of bids had been made, the land was knocked off to <sup>*the highest bidder*</sup> R. F. Wilson at the price of \$1000.00, who through his agents paid your commissioner the entire purchase money in cash, or its equal, and which your commissioner has paid out to the parties entitled except the cost, \$81.<sup>*57*</sup>, ~~xxxxxxx~~ and that is still in your commissioners hands except the sum of \$12.00 paid Mr. A.M. Goins, Comrs. Fee. And the account stands as follows:

|                                                    |                      |
|----------------------------------------------------|----------------------|
| Amount received on the purchase price from Wilson, | \$1000.00            |
| Amount paid H.J.Morgan and J.D.Morgan,             | \$324.36             |
| Amount Paid Pennington Bros for Plts.              | 295.13               |
| Amount paid A.M.Goins,                             | 12.00                |
| Balance in Commissioners hands,                    | <u>38.51</u> 1000.00 |

If the sale is confirmed your commissioner will disburse the remainder in his hands and the purchaser will be entitled to a deed which if made at the present term, this cause might be stricken from the docket. All of which is respectfully submitted,

Robt L. Peckington Comr.

Bath, Cox, & Young et al.

vs. Report of Sale  
By R. H. Peckham  
made Jan. 18, 1897

W. P. Weston Adms.

~~~~~

Filed February 12th 1897
A. B. Munsey Clerk

This deed made, this June, 16, 1894
by and between Job Hym & Jane Hym
his wife of the first part & Henry J. Morgan
trustee of the second part all of the County
of Lee & State of Virginia.
Witnesseth - That the said Job Hym
being justly indebted to Dr. John D. Morgan
in the sum of \$407/25 as shown by a
note ^{for} that sum, this day executed & due
and payable one day after date & being
also indebted to Rebecca J. Hood in the
sum of \$45/01 as shown by a note for
that sum, this day executed & due & pay-
able one day after date, and whereas the
said Hym & wife being both willing & ant-
-ious to secure the payment of said two
debts Now to attain that end and in
consideration of One dollar in hand paid
the receipt of which is hereby acknowl-
-ged the said Job Hym & Jane Hym
his wife do by these presents, give, grant,
bargain, sell deliver & convey unto the said
Henry J. Morgan Trustee the certain tract
or parcel of land lying & being in the said
County of near the Long Hollow Church
house; & the same originally contained
about 200 acres & now contains about 196
acres, & is the same land upon which
the said Hym & wife now lives & the same
was devised to the said Job Hym by Josiah
Hym his last will & testament which
was proved in the County Court of Lee

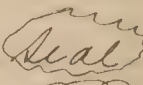
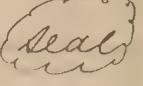
County & admitted to record on the 19th day of May 1873 & the same is bounded as follows to wit:

Beginning on Shavers Creek thence up the same to Sayers line, thence with said line to the Long Hollow thence down said Hollow, between two springs thence about half way up a hill, thence running in an Easterly direction about 60 rods, thence in a southeasterly direction, about half way down said hill to the main road. thence along the main road to the Long Hollow or the beginning

To have & to hold the said tract or parcel of land together with all the appurtenances unto the said Henry J Morgan & his heirs forever & the said Thym Covenants that he hath good right & title to said land that the same is not encumbered & that he will warrant generally the title thereto

In trust nevertheless this deed is to be void if the said Thym shall on or before the 16th day of June 1895 pay or cause to be paid said two debts to the parties. then holding the same, together with the expense of drawing & recording this deed, but if default be made in the payment of said debts at the time aforesaid, then full power & authority is hereby given & granted to the said Henry J Morgan, Trustee as aforesaid, to proceed to sell for cash in hand said tract of land or so much

thereof as may be necessary, Said sale shall be made at public auction to the highest bidder at the front door of the Court House on some Court day after 30 days notice shall have been given, showing time, terms, & place of sale, & out of the proceeds arising therefrom Trustee shall pay whatever may be due on said two debts & the costs of drawing & recording this deed. Witness the following signatures and seals,

Job Hymn 
Jane ^{her} ~~Hymn~~ _{mark} 

Virginia Lee County to wit:

I B. C. Cook a Notary Public in & for the County & State aforesaid do certify that Job Hymn & Jane Hymn whose names are signed, to the foregoing writing bearing date June 16, 1894, have each acknowledged the said writing before me in my County aforesaid.

Done under my hand this June 18th 1894. B. C. Cook, N.P.

Virginia Lee County to wit:

In the office of the Clerk of said County the 25th day of June 1894, this deed was presented and together with the Certificate thereto annexed admitted to record.

Pete S. V. F. Richmond clerk.

Henry J Morgan Deeds
From

Job Hymn wife,
Copied from Deed Book
30 & 267

c. 75

Examined.

"A"

A Copy -
of
Deeds of J. H. Morgan Deeds

This Deed made this 14 day of Dec 1844
between Job Thym and Jane Thym his wife
of the first part and Henry J. Morgan trustee
as herein after stated of the second part
all of the County of Lee State of Virginia
Witnesseth that whereas the said Job Thym
has become indebted to John D Morgan
in the sum of \$133.44 as shown by a
note or bond this day executed by said
Job Thym to him for that sum for money
advanced by him to pay a judgment and
execution against said Thym now in
the hands of C. E. Maury Sheriff of Lee
County Va which has been levied by him
on the property of said Thym to satisfy the
same and which note bears interest one
day after its date, and the said Thym
and wife being both willing and anxious to
secure to the said John D Morgan the pay-
ment of said sum of money with the
accruing interest thereon and the costs of the
execution and enforcement of this Deed of
trust, Now to attain that end and in
consideration of one dollar to them in
hand paid by Henry J. Morgan the receipt
of which is hereby acknowledged the said
Job Thym and Jane Thym his wife do by
these presents give grant bargain release
confirm and convey unto said Henry J.
Morgan Trustee a certain tract or parcel
of land supposed to contain from 150 to
200 acres, lying and being in said County

of Lee, And in or near the long Hollow,
about 4 miles east of Jonesville near the
long Hollow Church, And is the same land
on which said Thynn wife now live, and
is the same land devised to Job Thynn
by his father Josiah Thynn deceased by
his last Will And Testament And the same
is bounded as follows Beginning on
Shavers Creek thence up the same to
Sayers line thence with said line to the
long Hollow thence down said Hollow
between the Springs thence about half
way up a hill thence running in an
easterly direction about 60 rods, thence
in a southeasterly direction about half
way down said hill to the main road
thence along the main road to the Long
Hollow Church or beginning.

To have and to hold the said tract and
parcel of land with all its appurtenances
unto the said Henry J Morgan And his
heirs forever, And the said Job Thynn
covenants that he has good right and
title to said land, that the same is not
encumbered And that he will warrant
generally the title to the same. In trust
nevertheless this deed is to be void if
the said Job Thynn shall pay or cause
to be paid to the said John D Morgan
said note of \$133.44 interest thereon And
the costs of drawing And recording this deed
on or before the 15th day of June 1895, But

if Default be made in the payment of
said note interest and costs or any
part thereof on said last named day,
then full power and authority is hereby
given and granted to said Henry Morgan
to proceed to sell the said tract of land
for cash in hand or so much thereof
as may be necessary for purpose at the
front door of the Court House of Lee
County on some Court day, at public
auction to the highest bidder, after he
shall have advertised the time terms
and place of sale 30 days prior thereto.

And out of the proceeds of such sale
said trustee will first pay the costs
of drawing and recording this deed he
will retain the commissions allowed
him by law and he will then pay the
said, John D. Morgan whatever may
be then due him of said debt, and the
residue if any he will pay to the said
Thym.

Witness the following signatures and
seals

Job Thym (seal)
Jane Thym (seal)
mark

Virginia Lee County South;

I D. C. Swell a Notary Public in
and for the County and State aforesaid
do certify that Job Thym and Jane Thym
his wife whose names are signed to
the foregoing writing bearing date the 14th
day of Dec 1894 have each acknowledged.

the same before me in my County aforesaid
to be their act and deed

Given under my hand this 14 day
of Dec 1894.

L. C. Sewell Notary Public

Virginia

See County to wit:

In the office of the Clerk of said
County the 14th day of December 1894,
this deed was presented and together with
the Certificate thereto annexed admitted
to record.

Teste D. V. F. Richmond Clerk.
"A Copay"
"Teste" D. V. F. Richmond Clerk

Hereby J. L. Morgan Clerk
of said County

Job Hyman & wife

Copied from D. B.

31 1/2 81

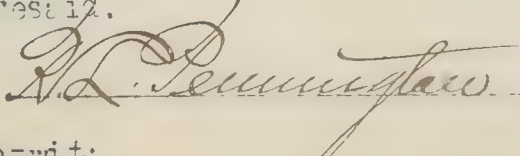
0.80

Examined

"B"

confirmed, and the report of payment and disbursements confirmed, and in the same decree the said R.L. Pennington was appointed to make and execute to the said R.W. Wilson a deed to the said property sold and purchased by him;

Now, therefore, this deed witnesseth, that for and in consideration of the premises, and in obedience to the said decretal order, the said R.L. Pennington, Commissioner, doth hereby grant and convey unto the said R.W. Wilson, the land hereinbefore described subject to the rights of the widow in all over and above what it took to pay the said debts secured by the said deeds of trust, with covenants of special warranty. Witness the following signature and seal, the day and year aforesaid.

 Seal.

Virginia, Lee County, to-wit:

I, S.V. F. Richmond, Clerk, of the county court for Lee county, hereby certify that R.L. Pennington, whose name is signed to the foregoing writing, bearing date the 8th day of March, 1897, has this day acknowledged the same before me in my county and state aforesaid. Given under my hand ~~this~~ 8th day of March, 1897.

Clerk.

B. F. Wilson

From  Dear

A. L. Huntington.

This Deed made and entered into this the 8th day of March, 1897, by and between R.L. Pennington, Commissioner, party of the first part and P. W. Wilson party of the second part.

Whereas, it was on the 6th day of November ordered and decreed by the circuit court for Lee County, in a certain chancery cause depending therein, between Butt, Cox and Young, et al. Complainants and W. D. Weston, administrator of the estate of Job Wynn, et al. defendants, that R.L. Pennington, who was thereby appointed a special commissioner for the purpose, should, after having made certain advertisements as set out in said decree, at public auction at the front door of the court house of Lee County, sell the land in the bill and proceedings mentioned, upon the terms and subject to the conditions set out in the said decree, such portion of the said land to be sold subject to the dower of the widow after enough was sold to pay the debts secured by the deeds of trust; which consists of a certain tract of land whereon Jobb Wynn lived at the date of his death consisting, of about 150 acres, and being the same land that was devised to the said Job Wynn by his father, Josiah Wynn, lying about 4 miles east of Jonesville, and near Long Hollow church; and whereas, according to the directions given in the said decretal order, the said R.L. Pennington, Commissioner, after having advertised the time, terms and place of sale as directed, proceeded at the front door of the court house of Lee County, on the 18th day of January, 1897, in the presence of a large crowd, to make sale of the said land upon the terms mentioned in the said decree, at which sale the land was knocked off to P. W. Wilson at the price of One Thousand Dollars, as the highest bidder; and whereas the said P. W. Wilson has paid the whole of the purchase money, which fact was duly reported to court by the said Commissioner; and whereas, by a decree entered on the 3rd day of March, 1897, the said sale made to the said P. W. Wilson was con-

Sale Bill.

Acct. of Sales Made by W. P. Weston, Admr. of
The Estate of Job Hymn, Dec'd.

1896, July	11.	One Brass Scythe, Sam Bolen.	\$	10
		" double tree & two plow stocks, to Sam Bolen,		15-
		Three augers & two plows, to Louis Stapleton,		35-
		One pair breast chains, to Louis Stapleton		10
		One pair reap hooks, to Sam Bolen,		05-
		One set Blacksmith's tools, to Jeremiah Daugherty,	13	25-
		Scrap Irons, Chicks &c,		20
		Grind rock & crank, to Louis Stapleton,	1	00
		One smythe, to Sam Bolen,		05-
		One fan mill, to Robt Hymn,		25-
		One Hay fork, to Sam Bolen,		10
		One Hay fork, to Louis Stapleton,		10
		One Cain mill, to Louis Stapleton,	6	00
		One box of line, to Sam Bolen,		50
		Lot of lumber, to Mrs. Job Hymn,	1	25-
		One mowing machine, to Mrs. Job Hymn,	10	00
		One hay rake, to Mrs. Job Hymn,	6	00
		One red pig, Mrs. Amanda Bolen,		25-
		One pig, to W. P. Wood,		65-
		One pig, to Wm. Patrick		80
		One pig, to Wm. Patrick		55-
		Total Sales,	\$	41 70

I, W. P. Weston, the Admr. of Job Hymn, dec'd, do certify
that the foregoing list embraces all the estate of the
said Job Hymn, dec'd, which has come to my possession
or knowledge, and the the parties to whom sold
and the amounts received therefor,
Given under my hand this July 11, 1896
W. P. Weston admr

Sale Bill

W. P. Weston, Admin.
of Job Hyatt's decd.

"S"

Butt, Cox + Young
vs

Job Heymer, W.P. Wood + A.J. Baumgardner
Judgment at Nov term 1894, with ^{for \$507.80} interest from Jan. 1, 1893, and \$916 cost.

Credits = Apr. 8, 1892, \$100.00

May 10, 1893, \$100.00

Aug 24, 1893, \$20.00.

Jan 23, 1894, \$23.46

June 16, 1894, \$30.00

Calculation

507.80 = Pr

100.00 = Cr. Apr 8, 1892

407.80

8.76 = Int to May 10, 1893

9.16 = Cost of suit

425.72

100.00 = Cr. May 10, 1893

325.72

564 = Int Aug 24, 1893.

331.36

20.00 = Cr Aug. 24, 1893

311.36

7.78 = Int to Jan 23, 1894

319.14

23.46 = Cr Jan 23, 1894.

295.68

7.04 = Int To June 16, 1894.

302.72

30.00 = Cr June 16, 1894

\$272.72

.38 85 = Int to Nov 1, 1896

\$311.57 = Am't due as of Nov 1, 1896

Calculation on
Judgment of
Butt, Cox & Young

Calculation "A"

J. C. Jesse, Admr
vs
Job Hynes

Judgment Oct. 1895, for \$70.50, with
interest Sept 22, 1888, and cost 2.65-
Credits: Sept 21, 1889, \$10.00
Oct 12, 1890, \$50.00
Oct 20, 1893, 5.50

Calculation.

70.50 = Pr
4.23 = Int. to Sept. 21, 1889
2.65- = Cost

77.38
10.00 = Cr. Sept. 21, 1889.

67.38
4.27 = Int. to Oct 12, 1890

71.65-
50.00 = Cr Oct 12, 1890

21.65-
3.90 = Int. to Oct 20, 1893

25.55-
5.50 = Cr Oct 20, 1893

\$20.05-
3.60 = Int. to Nov. 1 1896

\$23.65- Bal. due as of Nov 1, 1896

J. C. Jesse Adams

vs

Job Wynn

Calculation "B"

Bal \$23.65-

Mastin Collier No 5-

\$1 amt of note of Mastin Collier,
 dated June 15, 1873, payable one
 day after date, -

\$ 167.57

Int. to July 30, 1874

11.31

178.88

Cr July 30 1874

19.27

\$ 159.61

Int Nov 1, 1876

11.97

\$ 171.58

$$2 \overline{) 167.57}$$

$$\underline{100542}$$

$$8378$$

$$4187$$

$$11.31$$

$$1894 - 7 - 30$$

$$1893 - 6 - 15 -$$

$$1 - 1 - 15 -$$

1894-7-30
1893-6-15
1-1-15

\$133.44

One day after date I bind myself here to
pay John D Morgan One Hundred and thirty
three dollars and 44 cents for value received
and I hereby waive the benefit of my homestead
exemption as to this debt, witness my hand
and seal this 14th day of Dec 1894

Wm. H. Sewell

Witness,

W. H. Sewell


Job Myer

To { note # 183.44

John D. Morgan

\$407.25

One day after date I bind myself my heirs & to
pay John D. Morgan Four hundred and seven
dollars and 25 cents for Value received, and I waive
the benefit of my homestead exemption as to this debt,
Witness my hand and seal this 16th day of June 1894

John D. Morgan 

John Weyman

To $\frac{1}{3}$ note of 407.25²⁵

John A. Weyman

7/67 57

One day after date I promise to
pay to the order of Martin Collier
the sum of One hundred and sixty
seven dollars & fifty seven cents for
value received and hereby waive my
right to the homestead exemption laws
as to this debt. as witness my hand
and seal. This June. 15th 1893

John W. H. Seal

July 30th 1894.

Bay-bullace on W. p. wood. due bill
after pay small note

8/1927

John W. Ryan
note 3⁹/67 57
due June 15/93

POWELL'S VALLEY BANK,
Jonesville, Va.

\$80 75

Jonesville, Va., June 16 1894

One day after date I promise to pay to the

order of Espey & Co. Jewell

Eighty and 75/100 Dollars, at

POWELL'S VALLEY BANK, of Jonesville, Va., for value received, and I waive the benefit of my homestead exemption, as to this debt.

Given under my hand, day above written.

~~The undersigned, principal and endorser of this Note, which is filled up before signing, agree that if the same is placed in the hands of an Attorney at law for collection or has to be sued on, that we will pay ten per cent Attorney's fees, in addition to Principal and interest, which fee shall be added to and become part of judgment.~~

Due June 17 1894

John W. Wynn

We, as endorsers of this Note, waive demand, notice, protest, all exemption laws and guarantee payment of same, and acknowledge that we sign with a full understanding of this notice.

.....

.....

Feb. 16 '97
 South Bay & Young
 To R. I. ...

1892.

Oct 6.	Note due Jan 1-93.	500.00
Mar 16-93.	By Int.	6.25-
		506.25-
" 16-	To Draft & Cash. \$210.00	210.00
		\$ 296.25-
Aug 22.	By Int.	7.70
		303.95-
" 22.	Cash Paid Young \$10.00	10.00
1894.		293.95-
Jan 1.	Int.	6.37
	To Paid Remittance	300.32
		26.06
		274.26
June 16.	By Int.	7.57
		281.83-
" 16.	paid E. I. P.	30.00
1897		251.83-
Feb 16.	Int.	40.30
		\$ 292.13-

Dr. J. C. O'Neil, Jr.
Statement

$$\begin{array}{r} 147 \\ 12 \\ \hline 294 \\ 147 \\ \hline 17.64 \end{array}$$

Debts filed before A. M. Goins, Commr,
against the Estate of Job Rym, Decd,

And Calculations,

A. M. GOINS,
Attorney at Law,
&
County, for Lee County.

Fee Bill.

Butt, Cox & Young et al

vs.

W. P. Weston, Adm'r et al.

} In Chy.

Butt, Cox & Young et al

To A. M. Goins, Special Commr.

Dr.

To fee as Special Commr. in the
above styled cause - time
employed, 16 hrs. @ 75cts per
hr.

\$12 00

A. M. Goins,
Special Commr.

Butt, Cox + Young et al
vs { In Chy.

W. P. Weston Admors et al

The Bill of A. M. Gaines, S.L.

Filed Nov. 14, 1896.
A. B. Munsey Clerk